

**CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 21, 2017  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. LOCAL BUSINESS SPOTLIGHT – Liberty Lake Farmers Market, Paul Puhek**
- 8. PRESENTATIONS**
  - Proposition 1 – Liberty Lake Police Chief Brian Asmus
  - Waste Management – Acknowledgement of Driver of the Year, Scott Talley
- 9. MAYOR AND CITY COUNCIL COMMITTEE REPORTS**
  - Finance Committee
- 10. CITY ADMINISTRATOR REPORT**
- 11. WORKSHOP DISCUSSION**
  - Community Center
- 12. ACTION ITEMS**
  - A. Consent Agenda**
    - i. Approve January 21, and February 7, 2017 City Council Minutes
    - ii. Approve February 21, 2017 vouchers in the amount of \$131,506.51
  - B. General Business**
    - i. Award bid for Liberty Lake patrol vehicle to Wendle Ford in the amount of \$52,719.96
    - ii. Approve the Production Agreement with Pyro Spectaculars North, Inc., and authorize Mayor Peterson to sign the Agreement
    - iii. Award the bid to Rob's Demolition for the demolition of a structure at 19705 E. Maxwell Avenue

**13. FIRST READ ORDINANCES**

- a. Ordinance No. 85-A - weed and vegetation control amendment
- b. Ordinance No. 237 – establishing a moratorium on specific types of uses in the I (Industrial) Zone.

**14. INTRODUCTION OF UPCOMING AGENDA ITEMS**

**15. CITIZEN COMMENTS**

**16. ADJOURNMENT**

**City Council  
Subcommittee  
Agendas**

***Finance Committee Meeting***  
***Agenda – City Hall Conference Room***

February 21, 2017  
6:00 PM to 7:00 PM

- I. Legislative Update
- II. IPADS & Camera in Council Update
- III. Avista Lighting and TIB Agreement
- IV. LIFT Report
  - a. TIF (Property Tax) Amount for 2017
  - b. 2017 Projected LIFT Match
  - c. LIFT 2018-2034
- V. Policy Change Updates
  - a. Personnel
- VI. Voucher Review

# **ACTION ITEMS**

# City of Liberty Lake

## Consent Agenda for February 21, 2017 City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through February 21, 2017

Payee	Description	Amount
See attached voucher report.		
Total vouchers through February 21, 2017		\$ 131,506.51
	<b>TOTAL</b>	<b><u>\$131,506.51</u></b>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

02/21/2017 To: 02/21/2017

Time: 15:55:45 Date: 02/16/2017

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
416	02/21/2017	Claims	1	EFT	CHEVRON AND TEXACO BUSI CARD SVCS	3,168.80	FUEL
417	02/21/2017	Claims	1	EFT	VISA 2870	428.12	P MOGEN VISA CHGS
418	02/21/2017	Claims	1	EFT	VISA 2888	53.41	P&CD VISA CHGS
419	02/21/2017	Claims	1	EFT	VISA 4074	217.43	LLML VISA CHGS
420	02/21/2017	Claims	1	EFT	VISA 4272	659.76	FINANCE VISA CHGS
421	02/21/2017	Claims	1	EFT	VISA 4397	234.60	A STAPLES VISA CHGS
422	02/21/2017	Claims	1	EFT	VISA 4405	335.98	PARKS/REC VISA CHGS
473	02/21/2017	Claims	1	EFT	STATE OF WASHINGTON	223.44	01/2017 RETAIL/USE TAX
423	02/21/2017	Claims	1	23821	ABADAN REPROGRAPHICS/IMAGING	293.39	LL ROAD RESTORATION PACKETS; LL ROAD RESTOR
424	02/21/2017	Claims	1	23822	ABC OFFICE EQUIPMENT INC	17.09	COPIER
425	02/21/2017	Claims	1	23823	ACRANET	60.00	BACKGROUND CHECKS
426	02/21/2017	Claims	1	23824	ACUSHNET COMPANY	715.36	PRO SHOP ITEMS
427	02/21/2017	Claims	1	23825	ADAMS TRACTOR CO INC	700.01	REPAIR KOBOTA TRACTOR
428	02/21/2017	Claims	1	23826	AMERICAN LIBRARY ASSOCIATION	137.00	LIBRARY SUPPLIES
429	02/21/2017	Claims	1	23827	AVISTA UTILITIES	11,219.36	February Gas And Electricity; LLPD & LLML UTILITY
430	02/21/2017	Claims	1	23828	BASE LINE	297.00	IRRIGATION SOFTWARE SERVICE
431	02/21/2017	Claims	1	23829	BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,173.93	TV-CONFERENCE/TRNG ROOM
432	02/21/2017	Claims	1	23830	JAMES M BILLINGSLEY	525.00	CARCASS REMOVAL E APPLEWAY, VALLEYWAY/DUNBARTON OAKS,VALLEYWAY GOLF COURSE
433	02/21/2017	Claims	1	23831	BTAC ACQUISITION CORP	255.41	BOOKS
434	02/21/2017	Claims	1	23832	CENTURYLINK	74.11	TRAILHEAD PHONE LINE
435	02/21/2017	Claims	1	23833	COMCAST SPOTLIGHT INC	105.00	TRAILHEAD TV ADS
436	02/21/2017	Claims	1	23834	COUNTRY VISTA CAR WASH	102.00	CAR WASH - POLICE
437	02/21/2017	Claims	1	23835	EVERGREEN NOTE SERVICING	14,008.12	ESTATE OF DENNIS E REGER
438	02/21/2017	Claims	1	23836	FEDERAL SIGNAL CORP	929.57	SMART SIREN PLATINUM
439	02/21/2017	Claims	1	23837	FREE PRESS PUBLISHING INC	221.85	NOTICE: PLT2017-001; NOTICE: PRJ2017-0001
440	02/21/2017	Claims	1	23838	GALLS LLC	17.60	NAMEPLATE
441	02/21/2017	Claims	1	23839	GCSAA	190.00	T RAGAN MEMBERSHIP RENEWAL
442	02/21/2017	Claims	1	23840	TROY M HAMILTON	475.50	PRO SHOP ITEMS
443	02/21/2017	Claims	1	23841	HITECHNIQUE LLC	2,427.28	IT SVCS
444	02/21/2017	Claims	1	23842	INLAND EMPIRE GCSA	90.00	GOLF & TURF MEETING 3-13 & 3-14
445	02/21/2017	Claims	1	23843	CHRISTOPHER L JOHNSTON	1,084.67	NATIONAL PGA SHOW EDUCATION & DEMO
446	02/21/2017	Claims	1	23844	MILNER SPORTS LLC	206.89	SUNGLASSES
447	02/21/2017	Claims	1	23845	MIZUNO USA INC - NDC	148.98	PRO SHOP ITEMS
448	02/21/2017	Claims	1	23846	MOUNTAIN CONSULTING SERVICES LLC	1,027.24	PRE DEMO ASBESTOS SURVEY 19705 E MAXWELL AVE
449	02/21/2017	Claims	1	23847	NORTH 40 OUTFITTERS	12.99	GOAT SUPPLIES
450	02/21/2017	Claims	1	23848	O'REILLY AUTO PARTS	56.12	MATERIALS
451	02/21/2017	Claims	1	23849	OFFICE DEPOT	734.46	OFFICE SUPPLIES



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02/21/2017 To: 02/21/2017

Time: 15:55:45 Date: 02/16/2017

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
452	02/21/2017	Claims	1	23850	ORIENTAL TRADING COMPANY	14.96	BUTTERFLY PENCIL SUPPLIES
453	02/21/2017	Claims	1	23851	PARAGON SPORTS	166.53	PRO SHOP ITEMS
454	02/21/2017	Claims	1	23852	PTERA INC	5,275.57	Feb Internet, Fiber, Phones, VOIP.
455	02/21/2017	Claims	1	23853	PURCHASE POWER	600.00	REPLENISH POSTAGE HUGE PLANNING MAILING
456	02/21/2017	Claims	1	23854	SCHAEFFER MANUFACTURING CO	2,232.40	EQUIPMENT OIL
457	02/21/2017	Claims	1	23855	SCNS SPORTS FOOD INC	89.00	PRO SHOP ITEMS
458	02/21/2017	Claims	1	23856	SPOKANE COUNTY TREASURER	36,768.50	CRT CASES - MISDEMEANOR OCT-DEC '16; LAW ENF CONTRACT JAN - MAR 17; SERVICES
459	02/21/2017	Claims	1	23857	STONECREEK LAND DESIGN & DEVELOPMENT	34,984.30	2-8 & 2-10 SNOW AND ICE REMOVAL; 2-6, 2-8, 2-10 SNOW AND ICE; DE ICE AND SNOW PLOWING MAIN ARTERIALS 1/31-2/3; DE ICE SVCS 1/20-1/22; FULL CITY PLOW 2/4
460	02/21/2017	Claims	1	23858	SUPPLYWORKS	751.02	JANITORIAL SUPPLIES; JANITORIAL SUPPLIES LLML; JANITORIAL SUPP - PD; JANITORIAL SUPPLIES TH
461	02/21/2017	Claims	1	23859	THE SPOKESMAN REVIEW	278.15	ADV FOR COMMUNITY MESSAGE SIGN
462	02/21/2017	Claims	1	23860	THE UPS STORE #3037	54.88	BOOKS RET'D
463	02/21/2017	Claims	1	23861	TIRE-RAMA	37.99	OIL CHANGE
464	02/21/2017	Claims	1	23862	VERIZON WIRELESS	2,033.70	CELL PHONES/IPADS
465	02/21/2017	Claims	1	23863	WALTER IMPLEMENT INC	2,416.20	MATERIALS
466	02/21/2017	Claims	1	23864	WASHINGTON STATE CRIME PREVENTION	150.00	CHIEF ASMUS MEMBERSHIP DUES
467	02/21/2017	Claims	1	23865	WASHINGTON STATE DEPT AGRICULTURE	25.00	Z SHERMAN PESTICIDE LICENSE RE-EXAM
468	02/21/2017	Claims	1	23866	WASHINGTON STATE UNIVERSITY	20.11	INTRO TO INSECT AND DISEASE
469	02/21/2017	Claims	1	23867	WASHINGTON WILDLIFE & RECREATION	250.00	WWRC MEMBERSHIP
470	02/21/2017	Claims	1	23868	BEN WICK	2,100.00	MONTHLY SPLASH AGREEMENT
471	02/21/2017	Claims	1	23869	WOMEN IN TRANSPORTATION SPOKANE CDA CHAP		Enter new vendor
472	02/21/2017	Claims	1	23870	XEROX CORPORATION	296.24	COPIER CHARGES
474	02/21/2017	Claims	1	23871	BTAC ACQUISITION CORP	239.49	BOOKS
476	02/21/2017	Claims	1	23872	WOMENS TRANSPORTATION SEMINAR INTERNATIO	95.00	ALLEN PUBLIC SECTOR MEMBERSHIP
						66,030.47	001 General Fund
						44,454.43	110 Street Fund
						14,008.12	212 LTGO Redemption Note (1.8)



## CHECK REGISTER

CITY OF LIBERTY LAKE

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02/21/2017 To: 02/21/2017

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			312 Street Capital Fund			293.39	
			335 Community Messaging Fund			278.15	
			420 Golf Operations Fund			6,441.95	
						<u>131,506.51</u>	Claims: 131,506.51

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**AGENDA ITEM NO.:** 12Bi

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Police Vehicle Bid Award

**FOR THE AGENDA OF:** February 21, 2017

**DEPT. OF ORIGIN:** Police

**EXHIBIT:** RFP and Bid Proposal

**DEPT. HEAD APPROVAL:** Chief Brian Asmus

<b>EXPENDITURE REQUIRED:</b>	<b>YES</b>
<b>BUDGETED:</b>	<b>YES</b>

**SUMMARY STATEMENT**

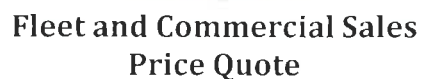
Liberty Lake Police Department advertised an RFP for the purchase and equipping of (1) 2017 Ford SUV Police Interceptor per the vehicle rotation plan. The RFP was placed on the city website and advertised in the city's legal paper. Bids were due to City Hall by end of business on February 10, 2017. One bid for the vehicle was received from Wendle Ford. The RFP and bid proposal from Wendle Ford are attached. The bid received was, within the 2017 budgeted amount.

**Bid Summary:**

<b>Description</b>	<b>Base Price</b>	<b>Tax/License/Fees</b>	<b>Total</b>
2017 Ford SUV(Each)	\$48,367.50	\$4,304.71	\$52,719.96
<b>Total</b>	<b>\$48,367.50</b>	<b>\$4,304.71</b>	<b>\$52,719.96</b>

**RECOMMENDED ACTION**

Staff recommendation is to award the RFP for the purchase of (1) Ford SUV Police Interceptors to Wendle Ford. Estimated lead time is 12-14 weeks for delivery of vehicle, which does not include upfit installation.



## Vehicle Description

Customer

### Description

Qty

Unit Price

Line Total

2017 FORD POLICE INTERCEPTOR UTILITY AWD (PER. SPEC SHEET)

1

48,367.50

48,367.50

## Special Notes and Instructions

ESTIMATED LEAD TIME 12-14 WEEKS FOR DELIVERY OF VEHICLE, WHICH DOES NOT INCLUDE UPFIT INSTALLATION.

Subtotal	\$	48,367.50
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Sales Tax Rate	%	8.90
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Sales Tax	\$	4,304.71
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Lic./Fee	\$	47.75
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<b>Total</b>	<b>\$</b>	<b>52,719.96</b>
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Above information is not an invoice and only an estimate of services/goods described above.

All prices and incentives provided for quoting purposes are subject to change.

**Myself and Wendle Motors appreciate your business!**

"Thank You"

**Aaron D. Austin**

9000 N Division St, Spokane, WA, 99218

Tel: 509-343-7438 Fax: 509-343-7430 E-mail: [aarona@wendle.com](mailto:aarona@wendle.com)

LIBERTY LAKE POLICE DEPARTMENT

**City of Liberty Lake  
Request for Proposal**

**The City of Liberty Lake is accepting bids for the following:**

Quantity one (1) 2017 Ford Police AWD Police Utility to include the following: 3.7L, V6 Engine, Setina TPO rear door guards, double vertical weapon system partition, Remappable steering wheel switches, AEDEC Transport System to include Setina polycarbonate window barriers (untinted), driver side spot lamp(LED), Premier Manufacturing trunk tray(LLPD Spec), Federal Signal lighting per Specification, 911 Circuit Wiring harness. Upfitting and Specifications are available upon request.

Bid to include option of purchase to include listed options, and associated fees, taxes, and licensing.

Bids must be received no later than January 31, 2017 at 5:00 P.M. Bids can be mailed or delivered to: Liberty Lake City Hall 22710 E. Country Vista Drive Liberty Lake, WA. 99019.

For additional RFP details or questions please visit the city website [www.libertylakewa.gov](http://www.libertylakewa.gov) or contact Chief Brian Asmus at 755-1140.

LIBERTY LAKE POLICE DEPARTMENT

POLICE VEHICLE - FULL SIZE PURSUIT

VEHICLE TYPE: Utility

MAKE/MODEL: 2017 FORD POLICE AWD INTERCEPTOR UTILITY

EQUIPMENT INCLUDED IN NET PRICE

3.7 TI-VCT V6 FFV  
6-Speed Automatic  
Rear recovery hooks  
Independent front/rear suspension  
Engine Oil Cooler  
18.6 gallon fuel tank  
Engine Hour Meter  
220 Amp Alternator  
78 Amp Hour Battery  
Lower black body side cladding  
Dual Exhaust  
Black spoiler  
Electric Power Assist Steering  
Acoustic laminated windshield  
18" Tires and Wheels  
Fixed glass lift gate  
Full Size Spare  
AM/FM/CD  
Roll curtain airbag  
Safety Canopy W/Roll Over  
Sensor  
Anti-Lock Brakes With Advanced Trac  
and traction control  
LED tail lamps  
2nd/3rd Row Privacy Glass  
My Ford police cluster  
Black Grill  
Headlamps-LED Low Beam  
Halogen Hi Beam  
Lift Gate Release Switch - 45  
Second Time out

Rearview Camera with Washer  
All-Wheel Drive  
Manual folding power mirror  
Fold flat 60/40 rear vinyl bench  
Single Zone Manual Climate  
Control  
Power Windows - 1 Touch  
Up/Down  
Power Locks  
Cruise Control/Tilt Wheel  
Calibrated Speedometer  
Column Shift  
Work Task Light red/white  
Simple fleet key  
Power Adjustable Pedals  
Two-Way Radio Pre-Wire  
Particulate air filter  
Power Pig tail  
Delivery within 30 Miles  
Locking Glove Box

**Standard Warranty:**

Basic: 3 Years/ 36,000 Miles  
Drivetrain: 5 Years/100,000 Miles  
Corrosion: 5 Years/ Unlimited  
Miles  
Emissions: 8 Years/80,000 Miles  
Roadside Assistance:  
5 Years/60,000 Miles

**Mercury Free Vehicle, Lead Free Wheel Weights**

**NHTSA CRASH TEST RATINGS,**

**FRONTAL (D/P) TBD**

**SIDE (F/R) TBD**

**ROLLOVER TBD**

**ORDER**

**QTY**

1

**NO COST EXTERIOR: INDICATE QUANTITY OF COLOR(S) SELECTED**

(Special Paint Available at Extra Cost)

(Only Interior Color Available is Charcoal Black)

Ingot Silver Metallic

LIBERTY LAKE POLICE DEPARTMENT

ADDITIONAL VEHICLE ITEMS

<u>ORDER CODE</u>	<u>OPTION DESCRIPTION</u>	<u>ORDER QTY</u>	<u>PRICE</u>
	Dark Car Feature (courtesy lamp disable when any door is opened) 43D		
	Setina TPO Door Guards, Rear doors		
	Setina Prisoner partition, One Standard Shotgun Lock, One Adjustable Universal Lock Including Key Override and Timer ( Partition, Horizontal)(Setina) for AR15/Shotgun		
	BLIS Blind Spot Monitoring with Cross-traffic Alert (also Heated Sideview Mirrors)(May be ordered separately #549) (55B)		
	Remote Keyless Entry Key Fob (does NOT include keypad)(N/A with Fleet Keyed Alike)595		
	Front Headlamp/Housing Only (lower LED mount)		
	Hidden Door Lock Plunger/ Rear Door Handle Operable (63B)		
	Mud Flaps, HD Plastic (Set of 4) Roof rack side rails (68Z)		
	Rearview Camera (includes Electrochromic Rearview Mirror)		
	Premier Manufacturing 3 drawer equipment/radio drawer/with top drawer shotgun lock and mount(LLPD SPEC) with mounts installed		
	Spot lamp- driver only (LED bulb) (Unity) 51S		
	Window Barriers, Rear Doors, Polycarbonate Panel, Untinted (Setina)		
	61S Remappable (4) switches on steering wheel (with Sync) Sync Basic(53M)		
	Seat Rear AEDEC Prostraint (Factory Seat and Seat Belts Loose in Trunk) (Includes center-originating seat belts)(DLR) with rear screen and polycarbonate attachment.		
	Havis center per up fit specifications		
	6 way power passenger seat(87P)		



## LIBERTY LAKE POLICE DEPARTMENT

	Federal Signal Emergency lights-per SPEC Sheet(mounted per 2016 LLPD Upfitting specification to include Federal Signal Push Bumper with LLPD spec lighting)		
	Red/White Map Light-CA0130 (D&R Electronics)		
	Ram Tough Hub-RAM-234-HUB1U		
	Wiring Harness run to rear tray with user replaceable fuses or fuse block.(911 Circuits(LLPD SPEC)		
	Prisoner Light-M15L- Truck Light		
	Streamlight SL-20X LED AC/DC installed per Spec		
	Items for SECTOR(Electronic tickets) PJ6 Printer(PJ622) w/power cord, In vehicle mount-Rugged-Roll Paper(LB3689), Xenon SECTOR Scanner WA (1900GSR-LTRK-WAS) (Gamber Johnson Mobile Docking station for Panasonic CF-54 (7170-0251)		
	Roof rack side rails (68Z)		
	Install Liberty Lake Graphics per Specification		
	Install user provided Motorola APX radio. Install 800 MHz low profile and VHF short profile antennae and user provided GPS antennas. Install pass thru antenna for computer dock and attach to dock.		
	<b>All items to be installed per specification sheet</b>		
	Delivery to Liberty Lake Police Department 23127 E Mission Ave Liberty Lake,WA		
	Subtotal		
	All Fees		
	Licensing		
	Tax		
	Total		



**AGENDA ITEM NO.: 12Bii**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Public Fireworks Display  
City of Liberty Lake

**FOR THE AGENDA OF:**

February 21, 2017

**DEPT. OF ORIGIN:**

Parks and Recreation

**EXHIBIT:**

A - Pyro Spectaculars Agreement  
B – Fireworks Location Map  
C – Pyro Spectaculars, Inc. Proposal

**DEPT. HEAD APPROVAL:**

Katy Allen, City Administrator

<b>EXPENDITURE REQUIRED:</b>	<b>\$10,000</b>
<b>BUDGETED:</b>	<b>Budgeted for 2017</b>

**SUMMARY STATEMENT**

This contract provides for the City's fireworks show by Pyro Spectaculars, Inc. for the 4<sup>th</sup> of July. The fireworks will again be located at the city ballfields and will begin at dusk or shortly after. The show is scheduled to last an average of 15 minutes. Pyro Spectaculars, Inc. is able to launch up to 5" shells, which is comparable to the first year that the city presented fireworks.

The City has established a working relationship with the Police Dept., Fire Marshall, Spokane Valley Fire Department and CVSD to take pro-active steps for a safe and spectacular event. Insurance coverage limits have been coordinated with CIAW.

**RECOMMENDED ACTION**

1. Authorize the Mayor to sign Agreement.

## PRODUCTION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Liberty Lake**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 04, 2017**, at approximately **10:00 PM**, at **Liberty Lake Elementary School property Baseball Fields East of Elementary School, 23606 E. Boone Ave., Liberty Lake, WA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$10,000.00 USD (TEN THOUSAND DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$5,000.00 USD (FIVE THOUSAND DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$ 80.00 OR an amount to be determined**, for a total of **\$5,080.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **April 04, 2017**. The balance of the Fee shall be paid no later than **July 05, 2017**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Spokane Valley Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Liberty Lake, 22710 E. Country Vista Dr. Liberty Lake, WA 99019

Pyro Spectaculars North, Inc.  
5301 Lang Avenue  
McClellan, CA 95652  
Tel: 909-355-8120 ::: Fax: 909-355-9813

City of Liberty Lake  
PROGRAM # A, Rev#1  
July 04, 2017  
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

**PRICE FIRM through February 27, 2017**  
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.  
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By:   
Its: President

City of Liberty Lake

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

SHOW PRODUCER: Rich Vaughan

**SCOPE OF WORK**  
**PYRO SPECTACULARS NORTH, INC. ("PYRO")**  
**and**  
**City of Liberty Lake ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

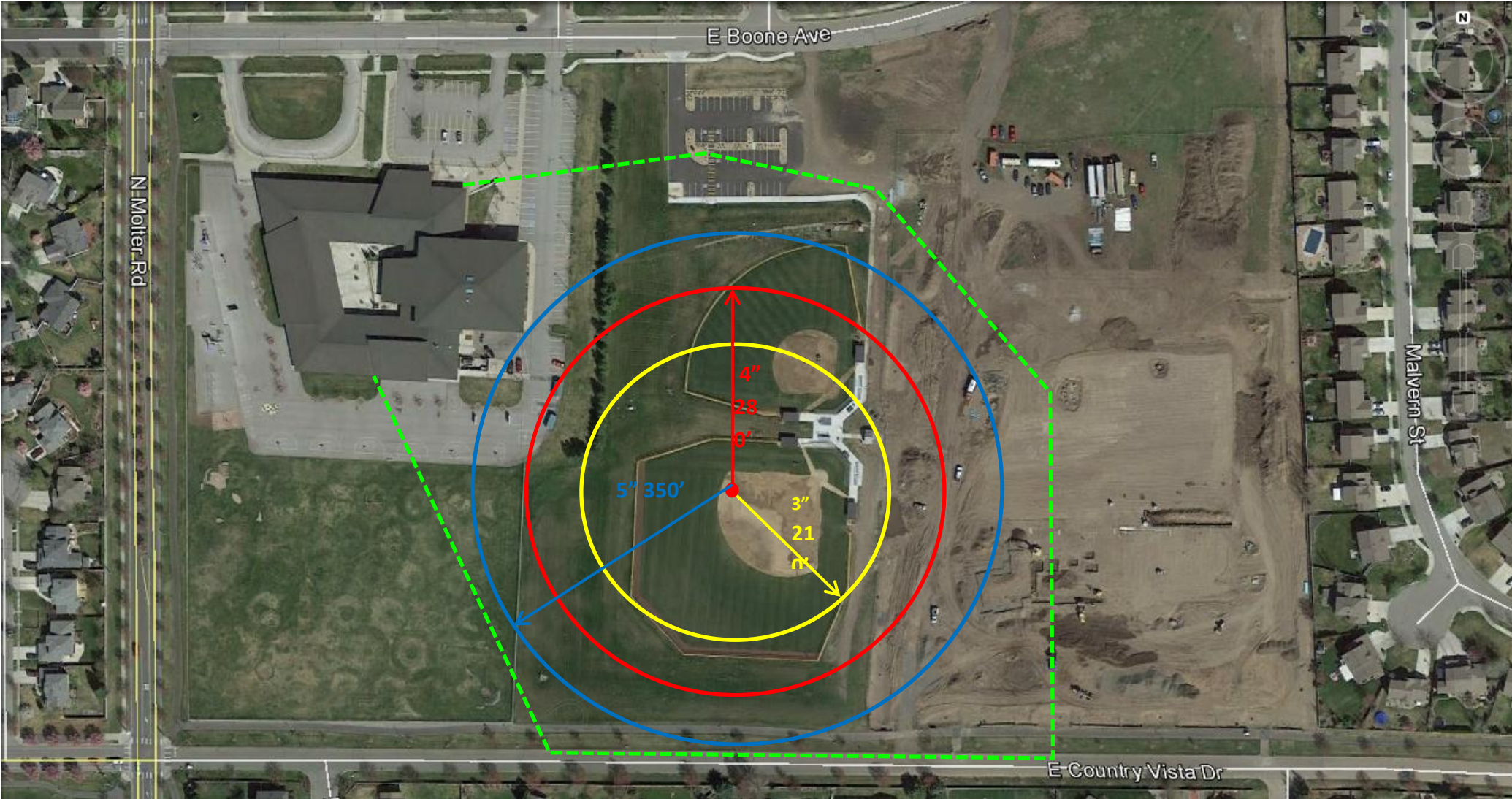
- One Pyro Spectaculars North, Inc., Production on July 04, 2017, at approximately 10:00 PM at Liberty Lake Elementary School property Baseball Fields East of Elementary School; 23606 E. Boone Ave. Liberty Lake, WA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format. Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$3,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.







**PYRO**  
**SPECTACULARS**  
*by Souza*

Pyrotechnic Proposal for  
***City of Liberty Lake***

July 04, 2017



December 27, 2016

City of Liberty Lake  
Jennifer Camp  
22710 E. Country Vista Dr.  
Liberty Lake, WA 99019

Dear Ms. Camp,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 04, 2017 event. The following proposal outlines your custom designed Program "A" for the amount of \$10,000.00. The various fireworks elements provided are prepared to shoot from Liberty Lake Elementary School for 16 minutes.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by January 25, 2017. Your deposit and applicable fire department fees are due April 04, 2017.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Brian Vasquez at (909) 355-8120 ext. 211.

Sincerely,  
**PYRO SPECTACULARS NORTH, INC.**

*Rich Vaughan*

Rich Vaughan  
PYRO Show Producer

RV/jj

Enclosures

**Pyro Spectaculars North, Inc.**

5301 Lang Ave. • McClellan, CA 95652 • Phone: (916) 640-0173 • Fax: (916) 640-0173

# Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



# Product Synopsis • Pyrotechnic Proposal

## City of Liberty Lake

**PROGRAM A – July 04, 2017**

**\$10,000.00**

### Opening

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	25

**Total of Opening 25**

### Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	100
◆ 4" Souza Designer Selections	90
◆ 5" Souza Designer Selections	34

**Total of Main Body - Aerial Shells 224**

### Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Gold Line Custom Multishot Device	300 Shots
◆ Sousa Platinum Line Custom Multishot Device	200 Shots
◆ 2" Yellow Comets	30
◆ 5" Mine	4

**Total of Pyrotechnic Devices 534**

### Low-Level Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ 50 mm Farfallas w/ Violet Tips Mine (8 Shots)	24 Shots

**Total of Low-Level Pyrotechnic Devices 24**

### Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	72
◆ 3" Souza Designer Bombardment Shells	25
◆ 4" Souza Designer Bombardment Shells	20
◆ 5" Souza Designer Bombardment Shells	6

**Total of Grand Finale**

**223**



**The World of Pyro Spectaculars at your Service!**



## **Explosive Entertainment For all types of events**

### **Full Service Productions**

**Creative Show Design**  
**Music and Theme Selection**  
**Permit Applications**  
**Insurance and Licensing**  
**Set up and delivery**

### **Products & Effects**

**Sky Concerts™**  
**SOUSA™ Fireworks Brand**  
**Indoor Stage /Close Proximity Pyro**  
**Custom Logos**  
**Propane Effects**  
**Cryogenics**  
**Confetti and Streamers**

### **Value Added Services**

**In-House  
Digital Recording Studio**  
**State of the Art Equipment**  
**24 hour Support Staff**  
**Pyro University Safety and Training  
Courses**  
**Fire Department Liaison**

### **Consultation Services**

**Pyro-Program Development**  
**Display Site Surveys**  
**Innovative Product Development**  
**Safety Analysis**



## Our Commitment

FROM THE DESK OF

*James Souza*

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

*James R. Souza*

## PRODUCTION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and July 04, 2017, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 04, 2017**, at approximately **10:00 PM**, at **Liberty Lake Elementary School property Baseball Fields East of Elementary School, 23606 E. Boone Ave., Liberty Lake, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$10,000.00 USD (TEN THOUSAND DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$5,000.00 USD (FIVE THOUSAND DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$ 80.00 OR an amount to be determined**, for a total of **\$5,080.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **April 04, 2017**. The balance of the Fee shall be paid no later than **July 05, 2017**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

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8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Spokane Valley Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

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12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Liberty Lake; 22710 E. Country Vista Dr. Liberty Lake, CA 99019.

Pyro Spectaculars North, Inc.  
5301 Lang Avenue  
McClellan, CA 95652  
Tel: 909-355-8120 ::: Fax: 909-355-9813

City of Liberty Lake  
PROGRAM # A  
July 04, 2017  
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

**PRICE FIRM through January 25, 2017**  
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.  
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By: 

Its: President

City of Liberty Lake

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Print Name

SHOW PRODUCER: Rich Vaughan

**SCOPE OF WORK**  
**PYRO SPECTACULARS NORTH, INC. ("PYRO")**  
**and**  
**City of Liberty Lake ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 04, 2017, at approximately 10:00 PM at Liberty Lake Elementary School property Baseball Fields East of Elementary School; 23606 E. Boone Ave. Liberty Lake, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format. Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$3,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



**AGENDA ITEM NO.: 12Biii**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Demolition of Mobile Home

**FOR THE AGENDA OF:** February 21, 2017

**DEPT. OF ORIGIN:** Administrative Services

**EXHIBIT:**

A – Demolition Proposal

B – Bid Scope

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>\$9,580 (not including sales tax)</b>
<b>BUDGETED:</b>	<b>No – All expenses are to be lien to the property</b>

**SUMMARY STATEMENT**

City of Liberty Lake received two proposals to demolish an abandoned residence at 19705 E Maxwell.

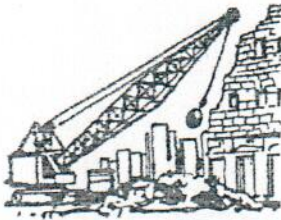
- Rob's Demolition = \$9,580
- Able Clean-up Tech = \$26,150

The City will file a lien on the property for all City expenses related to testing and demolishing the residence.

**RECOMMENDED ACTION**

1. Award the Bid Proposal to Rob's Demolition to carry out the demolition of the abandoned residence at 19705 E. Maxwell.





## ROB'S DEMOLITION

**BONDED, LICENSED AND INSURED**

#ROBSD\*\*238DU

8420 EAST WOODLAND PARK DRIVE  
SPOKANE, WA 99217-9235  
OFFICE (509) 928-0431  
(509) 534-2970  
FAX (509) 534-9404  
MOBILE (509) 993-1719

February 15, 2017

Dennis Scott  
City of Liberty Lake  
Via Email: [dscott@libertylakewa.gov](mailto:dscott@libertylakewa.gov)

Dear Dennis:

We will remove the mobile home, shed and miscellaneous debris. at 19705 E Maxwell for \$9,580.00 plus sales tax. We will complete the work in accordance with the following terms and conditions:

1. The following items are included in our demolition price:
  - ☐ The tasks described in the specifications you emailed us on Jan 25, 2017
  - ☐ The labor & equipment needed to complete the demolition
  - ☐ Debris disposal
  - ☐ Filing a Notice of Intent with Spokane Clean Air & paying their asbestos fee
  - ☐ Removing the asbestos identified in Mountain Consulting's Jan 25<sup>th</sup> report
2. The following items are not included in our demolition price.
  - ☐ Paying for the demolition permit
3. All salvage becomes property of Rob's Demolition.
4. We are covered by a liability insurance policy and are bonded.
5. We agree to conduct this project with as little disturbance as possible and with the utmost regards and consideration to surrounding businesses and residents.

Please let us know if this proposal is acceptable to you and we will schedule the work. You can reach Rob at 993-1719 or me at 534-2970. Thank you.

Sincerely,

Jay Torgerson

To Whom It May Concern,

The City of Liberty Lake has received the approvals necessary to move forward on this project. The mobile home is sitting on blocks. There are no wheel or axles as far as we know and there is no tongue and hitch connected. The City of Liberty Lake would like to have the double wide mobile home located at 19705 E. Maxwell Ave. removed, including the contents, from the property along with other work as described below. Lump sum bids should be submitted to the City Hall at 22710 E. Country Vista Dr., Liberty Lake, WA 99019 no later than February 15, 2017. The work must be completed by March 31, 2017.

- A. The doublewide mobile home:
  - 1. This a 24x54 mobile home built in 1981.
  - 2. The inside is cluttered with belongings and photos are attached for your information.
  - 3. Asbestos survey has been completed and is attached for your information. Please be sure to see 5.1 on page 5.
  - 4. The Contractor shall hire the asbestos contractor and include the cost in the bid.
  - 5. The Contractor shall disconnect any and all utilities prior to the demolition.
  - 6. All traces of the demolition shall be removed.
- B. The shed.
  - 1. The shed shall have all the trash removed and disposed of.
  - 2. The shed shall be demolished and removed from the site.
- C. The Property
  - 1. Any other trash, furniture, parts of equipment, etc. on the property shall be removed.
  - 2. The pile of gravel shall be leveled out toward the north.
- D. Underground Facilities
  - 1. The Contractor is responsible for identifying any underground utilities that would be impacted by this demolition and providing for the proper handling of said utilities.
  - 2. The City has no information regarding utilities on this property.

Info to include in request:

Prevail wages apply

Work must be performed 7am to 6pm

Contractor to dispose of material in accordance with local, state and federal requirements

Contractor responsible for any traffic control, include price in quote

Contractor responsible for any subs, include price in quote

Contractor must have City of Liberty Lake business license

Contractor must provide City with work schedule prior to beginning work

All work must be completed by 3/31/2017

Contractor is responsible for contacting utilities (water, sewer, power, gas, telephone, etc.) for disconnects where needed.

Retainage of 5% of contract amount will be held for 45 days after final completion of work

Contractor must file intent/affidavit with L & I

*Demolition permit through City will be paid by City*

Dennis Scott

Code Enforcement Officer  
City of Liberty Lake  
509-607-2419  
[dscott@libertylakewa.gov](mailto:dscott@libertylakewa.gov)

**FIRST READ  
ORDINANCE(S)**



**AGENDA ITEM NO.:** 13a

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Weed Ordinance Update

**FOR THE AGENDA OF:** February 21, 2017 & March 7, 2017

**DEPT. OF ORIGIN:** Planning & Building Services

**EXHIBIT:**

Ordinance 85A

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>Not Applicable</b>
<b>BUDGETED:</b>	<b>Not Applicable</b>

**SUMMARY STATEMENT**

Ordinance 85 is being proposed for amendment to address practicality and site specific applicability issues with the 6" height rule. As originally written, the ordinance required all properties to maintain vegetation, including native grasses to a 6" maximum height through Spring and Summer. Over the past decade, some of the issues we have encountered with this is the safety of mowing undeveloped properties with rock and other natural debris in the middle of fire season and the practicality of weedwacking large undeveloped acreage properties. Our City Development Code also addresses property maintenance standards so Ordinance 85 has focused primarily on undeveloped properties.

The proposed modifications address the practicality and safety issues by allowing for flexibility in maintenance timing and targeting maintenance in the most important streetscape and clear view triangle areas, while encouraging maintenance of entire parcels.

**RECOMMENDED ACTION**

1. Ordinance 1st Reading – February 21, 2017
2. Ordinance 2nd Reading & Adoption – March 7, 2017

**ORDINANCE NO. 85A  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON RELATING TO  
THE DUTY TO CONTROL WEEDS AND VEGETATION ON PROPERTY AND  
PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO AND  
REPEALING ORDINANCE NO. 85 IN ITS ENTIRETY**

WHEREAS, the City of Liberty Lake as a non-charter code City is vested with the responsibility to protect and promote the public health, safety and welfare of its citizens which includes the proper maintenance of developed and undeveloped property; and

WHEREAS, it is the desire of the City Council to impose duties upon owners of property that relate to the control of weeds and vegetation including declaring a nuisance, providing an abatement procedure and a civil penalty.

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1.**     **Purpose.**     The City declares it is in the best interest of the citizens of the City of Liberty Lake to: (1) maintain an environment where trees, plants, shrubs and vegetation do not obstruct or impair the free and full use of the sidewalk or street and (2) control grass, weeds, shrubs, bushes and other vegetation growing on property so that a fire hazard or menace to the public health, safety or welfare is not created.

**Section 2.**     **Duty of Property Owner.**     It is declared to be the duty of a property owner where trees, plants, shrubs, vegetation or parts thereof overhang any sidewalk, or street or obstruct the public right of way by impairing the full use of the sidewalk or street including an obstruction of the view corridor in the right of way, to remove and abate the same by trimming, destroying or removing such growing or dead vegetation.

A property owner has a further duty to remove or destroy all uncultivated grass and weeds, including dead shrubs, bushes and trees which have no appreciable, practical use or value to the property, create a fire hazard or pose a menace to public health, safety or welfare, as required under Section 3. For purposes of this ordinance, the word “weeds” shall refer to noxious weeds regulated pursuant to RCW Chapter 17.10.

**Section 3.**     **Maximum Height-Removal.**     All weeds, grass or other uncultivated vegetation prohibited by this ordinance whether located on developed or undeveloped property shall be cut and removed when any such weeds, grass or vegetation exceed 6 inches in height within thirty (30) feet from the back of a sidewalk, curb, or right-of-way (public or private), as applicable. Native grasses outside the thirty (30) foot line shall be maintained to be free of noxious weeds and it is encouraged for the entire property to be cut and removed to reduce the fire hazard and improve community aesthetics.

**Section 4.**     **Abatement.**     It is the duty of a property owner to immediately remove, destroy or eradicate any condition on property prohibited by this ordinance. Failure to timely and properly abate as identified in this ordinance shall constitute a nuisance with the City authorized to abate the same. Prior to the City abating the condition creating a nuisance, the City shall:

- (1) Serve a written notice either personally or by certified mail upon the owner which states: (a) the description of the property involved and the prohibited

condition; (b) the date by which the prohibited condition is to be corrected, which shall not be less than seven (7) days after receipt of the notice; and (c) that the City Council intends to adopt by Resolution an order authorizing the City to correct the prohibited condition, with all City costs becoming a charge against the owner and a lien upon the property.

Property owners may contest before the City Council the allegations set forth in the notice on the date and time the Resolution is placed on the Council agenda.

**Section 5.**     Abatement By City-Lien.     If the nuisance is not abated by the property owner within the time fixed in the resolution and notice, the City shall abate the nuisance and deliver a statement of the cost of such abatement to the property owner. If the property owner fails or refuses to pay the City invoice or if the owner does not respond, the City may cause a lien to be filed against the property and enforced and foreclosed in the same manner as provided for the foreclosure of labor and material liens.

**Section 6.**     Penalty for Noncompliance.     In addition to the failure or refusal to comply with a request by the City to abate the conditions identified under this ordinance the City Police Department may issue a Class I civil infraction pursuant to RCW Chapter 7.80.

**Section 7.**     Severability.     If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 8.**     Repealer.     Upon the Effective Date of this Ordinance, Ordinance No. 85 shall be repealed in its entirety and shall have no further force or effect of law.

**Section 9.**     Effective Date.     This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR STEVE PETERSON

**ATTEST:**

\_\_\_\_\_  
ANN SWENSON, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
SEAN P. BOUTZ, City Attorney



**AGENDA ITEM NO.: 13b**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Moratorium for specific land uses in the I Zone

**FOR THE AGENDA OF:** February 21, 2017

**DEPT. OF ORIGIN:** Planning & Building Services /  
City Attorney

**EXHIBIT:**

Ordinance 237

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>Not Applicable</b>
<b>BUDGETED:</b>	<b>Not Applicable</b>

**SUMMARY STATEMENT**

Specific land uses in the I (Light Industrial) Zone are being considered during our City Development Regulations update to be changed from allowed to Not Permitted. To keep the status quo during the City Development Code update, a moratorium on the acceptance of applications and issuance of permits for the following is being proposed:

- recreational vehicle park / campground
- outdoor vehicle storage
- self service storage facility (mini storage)
- concrete product manufacturing / ready mix concrete (excluding extraction / mining) or similar heavy industrial type uses

A moratorium would enable the City to further research how to best implement the updated Comprehensive Plan, maintain established level of service standards, and protect the public health and safety

**RECOMMENDED ACTION**

1. Ordinance 1st Reading, 2nd Reading, & Adoption – February 21, 2017



**CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 237**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON  
ESTABLISHING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS  
AND ISSUANCE OF PERMITS FOR SPECIFIC TYPES OF USES AND  
IMPROVEMENTS IN THE I (LIGHT INDUSTRIAL) ZONE; PROVIDING  
SEVERABILITY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Liberty Lake, Washington (“City”) has prepared and is implementing a Comprehensive Plan and Development Regulations in accordance with the provisions of the Washington State Growth Management Act; and

**WHEREAS**, the City initiated and successfully completed a process in 2015 to update its Comprehensive Plan in accordance with the provisions of the Washington State Growth Management Act; and

**WHEREAS**, during the process of updating the Comprehensive Plan the City initiated a SEPA review of all property within the corporate boundaries of the City and issued a Determination of Non-Significance on July 22, 2015, which the City maintains in its Planning and Building Service Department; and

**WHEREAS**, the City may incorporate by reference the City’s SEPA review pursuant to WAC 197-11-600 and WAC 197-11-635; and

**WHEREAS**, the City initiated a process in 2016 to review and update its Development Regulations in accordance with the provisions of the updated Comprehensive Plan and the provisions of the Washington State Growth Management Act; and

**WHEREAS**, during the process of identifying potential revisions to the Development Regulations the City Council of the City of Liberty Lake (“City Council”) has determined that the public interest would be served by a more extensive discussion of where and under what circumstances industrial zone uses and improvements should be permitted; and

**WHEREAS**, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt a moratorium of up six (6) months on the acceptance of applications and the issuance of permits associated with the type of uses and improvements within the City’s I (Light Industrial) Zone, which would enable the City to further research how to best implement the updated Comprehensive Plan, maintain established level of service standards, and protect the public health and safety; and

**WHEREAS**, the City may adopt a moratorium under RCW 35A.63.220 and RCW 36.70A.390 without first holding a public hearing on the moratorium as long as it holds a public hearing on the moratorium within sixty (60) days of its adoption, and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and its citizens that a moratorium be established to study the appropriate Development Regulations, including but not limited to the acceptance and issuance of permits for specific types of uses and improvements within the City's I (Light Industrial) zone, (including recreational vehicle park / campground, outdoor vehicle storage, self service storage facility (mini storage), and concrete product manufacturing / ready mix concrete (excluding extraction / mining) or similar heavy industrial type uses), the impact on and consistency with the updated Comprehensive Plan, and as set forth in this Ordinance; and

**WHEREAS**, the adopting of a moratorium on the acceptance of applications and the issuance of permits for the type of uses and improvements within the City's I (Light Industrial) Zone is necessary to protect the public health and safety and is in the public interest.

**NOW, THEREFORE**, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1. Findings of Fact.** The City Council adopts the above recitations as findings of fact justifying the moratorium, and may supplement these findings of fact before or immediately after the public hearing on this moratorium.

**Section 2. Moratorium Established.**

A moratorium is established in the City on the acceptance of applications and the issuance of permits associated with the type of uses and improvements within the City's I (Light Industrial) zone (including recreational vehicle park / campground, outdoor vehicle storage, self service storage facility (mini storage), and concrete product manufacturing / ready mix concrete (excluding extraction / mining) or similar heavy industrial type uses).

**Section 3. Term of Moratorium.** The moratorium established by this Ordinance shall be in effect immediately upon approval for an initial period of six (6) months, unless repealed, extended, or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35A.63.220 and/or RCW 36A.70A.390. The City Council may renew this moratorium for one or more six month periods as permitted by law.

**Section 4. Public Hearing.** Pursuant to RCW 35A.63.220 and/or RCW 36A.70A.390, the City Council shall hold a public hearing on this moratorium within sixty (60) days of the adoption of this moratorium.

**Section 5. Administrative Code Interpretations Authorized.** In the event of any question or uncertainty regarding the applicability of this moratorium, the Mayor or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this moratorium.

**Section 6. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 7.**     **Effective Date.** This Ordinance, as a public emergency ordinance, necessary for the protection of the public health, public safety, public property, or public peace, shall take effect and be in full force and effect immediately upon adoption. Pursuant to *Matson v. Clark County Bd. Of Com'rs*, 79 Wash.App. 641, 904 P.2d 317 (1995), underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as set forth herein. This Ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this Ordinance, as applicable, at the earliest publication date.

Passed by the City Council this \_\_\_\_\_ day of February, 2017.

\_\_\_\_\_  
MAYOR STEVE PETERSON

**ATTEST:**

\_\_\_\_\_  
ANN SWENSON, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
SEAN P. BOUTZ, City Attorney

# **Introduction of Upcoming Agenda Items**



**DRAFT CITY COUNCIL  
ADVANCED AGENDAS**

For Planning Discussion Purposes Only

**As of February 16, 2017**

Please note: This is a work in progress; items are tentative

<b>March 7, 2017</b>		<b>DUE Wed, March 1</b>
1.	Consent Agenda (minutes, vouchers)	
2.	General Business	
3.	- Approve consultant service agreement for design of Orchard Park and multi-purpose field - Award bid for Professional Services Agreement for Transportation Projects - Award bid for construction of Liberty Lake Road - Approve Transportation Improvement Board (TIB) funding agreement - Approve Avista lighting conversion Agreement	
4.	<b>PUBLIC HEARING</b> – Amending the City's Six-Year Transportation Improvement Program for 2017-2022	
5.	RESOLUTIONS: a. 16-211A: Amending the City of Liberty Lake's six-year Transportation Improvement Program for 2017- 2022 (Harvard Bridge) b. Disposal of Certain Inventory Items Deemed To Be Surplus and No Longer Used By the City	
6.	FIRST READ ORDINANCE: Ordinance No. XXX – Adding Chapter 3 to Title 5 of the City of Liberty Lake Municipal Code Establishing a Vacant Property Registration Program	
7.	SECOND READ ORDINANCE: Ordinance No. 85A, weed and vegetation control amendment.	
<b>March 21, 2017</b>		<b>DUE Wed, March 15</b>
1.	Local Business Spotlight – Pawpular Companions (Mara & Carl Crowell)	
2.	Consent Agenda (minutes, vouchers)	
3.	General Business - Approve Trail Lighting Agreement with Avista - Award construction bid for Overlay Heights, Phase 1	
4.	SECOND READ ORDINANCE: Ordinance No. XXX – Adding Chapter 3 to Title 5 of the City of Liberty Lake Municipal Code Establishing a Vacant Property Registration Program	
*****		
<b><u>TENTATIVE ITEMS:</u></b>		
1.	Service contract with Ptera for phones and cameras	
2.	RESOLUTION – Update to the Financial Policy	
3.	On-call arborist contract	
4.	Moratorium on the Acceptance of or Processing of Applications, or Issuance of Permits or Licenses, and Approvals, and Uses or Activities Associated with the Producing, Processing, or Retailing of Marijuana and Marijuana-Infused Products; and Declaring an Emergency (expires 5/2/17).	
5.	PRESENTATION: Municipal City Flag, Councilman Dunne	
6.	Real Estate Assessment	
7.	Approve consultant contract for signals @ Madsen/Signal (5/16)	
8.	Award bid for construction of beacon install @ Apts/HD (5/16)	
9.	Award bid for construction of Orchard Park (7/4 or alternate)	
10.	Approve Agreement for sports design field (7/4 or alternate)	
11.	Award consultant contract for Harvard Bridge Revision (6/15)	
12.	Award bid for signals @ Madsen/Signal (potentially 10/17, pending successful funding)	
13.	Harvard Bridge Revision conceptual design presentation to Council (11/7)	
14.	Acknowledgement of Brian Cuda for his donation of time & expertise in helping the City to stream CC meetings.	
15.	Purchase of a Skid Steer	
16.	Approve Revocable License and Permit Right-of-Way Encroachment with Chris DiCicco / Crossfit	